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SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NEWS RELEASE**

No news release pertaining to this procurement shall be made without prior agency approval, as appropriate, and then only in coordination with the Contracting Officer.

H.2 USE OF ADMINISTRATIVE OFFICE OF THE U. S. COURTS NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING

The Contractor agrees not to refer to awards from or contracts with the Administrative Office of the U.S. Courts in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Administrative Office of the U.S. Courts or is superior to other products or services. The Contractor also agrees not to distribute or release any information that states or implies that the Administrative Office of the U. S. Courts endorses the Contractor's product or service.

H.3 CONTRACTOR RESPONSIBILITIES**H.3.1. Contractor Provision of Personnel Support**

The contractor shall provide all management, administrative, clerical and supervisory functions required for the effective and efficient performance of this contract and in the performance of individual tasks awarded under this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope, complexity, functionality, and other relevant experience with the tools and methodologies which are being provided for use on this contract.

H.3.2. Project Management

In accordance with the proposed methodology, the contractor shall utilize sound internal project management techniques and tools in the overall performance of this contract and in the performance of individual tasks awarded under this contract. The Government project management organization is defined in Section G.1.

H.3.3 Contractor Provision of Space for Contract-Related Services

The contractor shall provide office and working space for all contract-related services for the performance of this contract.

H.3.4 Contractor Provision of Equipment and Supplies

The contractor shall provide all office equipment including desks, tables, storage cabinets, and office automation equipment and consumable supplies required in the performance of, or in support of this contract.

H.3.5 Security Requirements

Formal security clearances are not required. Personnel visiting court sites to provide services covered under this contract may be subjected to FBI screening and U.S. Marshall inspection.

H.4 INSURANCE/BONDS

The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

1. Workman's Compensation and Employee's Liability Insurance - Contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident shall be required.
2. Automobile General Liability Insurance - minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.
3. Comprehensive General Liability Insurance - minimum of \$500,000 for bodily injury per occurrence.

Prior to commencement of work hereunder, evidence of required insurance shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

Benefit Administrator Services task orders may require the Contractor to carry and maintain additional insurance/bonds during the entire period of performance under the contract as follows:

1. Errors and Omissions Liability Insurance - minimum of \$100,000 per person.
2. Fiduciary or Fidelity Bond - minimum of \$1,000,000.

Upon the request of the COTR and Within ten (10) days of award of a task order, the Contractor shall provide the following information to the Contracting Officer: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

H.5 INDEMNIFICATION

H.5.1 Responsibility for Government Property

The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

H.5.2 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

The contractor assumes full responsibility for the safeguarding of benefit plan funds and shall indemnify and hold the AOUSC, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage to these funds arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

H.5.3 Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance/bonds the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property or funds in the custody and care of the Contractor where such loss, destruction or damage is to Government property and/or government employees' funds. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to, Government property, and/or government employees' funds and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

H.5.4 Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

H.6 KEY PERSONNEL REQUIREMENTS

H.6.1 Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under a contract resulting from this solicitation. These are defined as "Key Personnel" and are those persons whose resumes are submitted with the proposal and/or in response to a task request, and marked by the vendor as "Key Personnel". Substitutions shall only be accepted if in compliance with Subparagraph H.6.2, "Substitution of Key Personnel", below. If one or more of the key personnel becomes, or is expected to become, unavailable for work under the resulting contract for any of the foregoing reasons, the contract may be amended in accordance with Subparagraph H.6.2

H.6.2 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The authorized government representative, generally the Contracting Officer's Technical Representative (COTR), and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. All proposed substitutions shall be determined by the Administrative Office of the U.S. Courts to have qualifications and job status equivalent to the person being replaced.

H.6.3 Key Personnel Designation

For the purpose of the overall contract the contractor's Project Manager is designated as the key personnel. The Project Manager shall be the contractor's authorized point of contact with the Government Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR). The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, and reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

H.7 CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by the Contractor, or any representation by the Contractor made in the course of discussions/negotiations, within the scope of this contract, shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment or representation shall render the Contractor liable under the default provisions for damages due to the Administrative Office of the U.S. Courts under the terms of this contract. For the purpose of this contract, a written commitment or a representation by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal.

H.8 DELIVERY/TASK ORDERS

Supplies/services needed to meet judiciary requirements as specified in Section shall be provided under delivery/task orders. Pricing for these services shall be based on the hourly labor category rates and shall be proposed at either fixed-price or level of effort, as specified in the task request.

H.8.1 Issuing Task Orders

A Task Request (TR) will be used to specify work to be accomplished by the Contractor to satisfy a particular requirement. Task requests will be issued to all contract holders for preparation and submission of a task order proposal. These task order proposals will be evaluated based on the selection criteria specified in the task request. All task orders will be awarded based on a competition among contract holders unless otherwise expressly approved by the Administrative Office Contracting Officer. Task Requests may consist of combinations of sub-tasks required to accomplish all phases of work identified. Each TR will be developed and submitted to the Contracting Officer by the COTR. The Contracting Officer will review and approve the TR, and then release it to the Contractor(s). The Contractor(s) will develop a proposal in response to the TR which will be reviewed and negotiated with the contractor(s) by the Contracting Officer and COTR. A Task Order may then be issued by the Contracting Officer.

The Contractor's response to a TR shall include:

- (1) A Technical Proposal specifying the Contractor's approach to performing the work required within the time frame specified, and providing the names and experience, supported by resumes by labor category, of the persons who would do the work.
- (2) A Price Proposal offering to perform the work, and specifying the number of labor hours, by labor category, that the Contractor expects to use to complete the work. Offerors may propose discounts from the labor rates contained in the Section B schedules.

The Technical and Price Proposals shall be forwarded to the Contracting Officer within ten (10) business days of receiving the Government's task requests or a date mutually agreed upon.

H.8.2 Progress Reports for Task Orders

Progress reporting shall be required for work performed against task orders. The Contractor shall provide monthly a written status report to the COTR and shall conduct a monthly status review meeting with the COTR.

H.8.3 Task Deliverables

All task deliverables shall be presented to the COTR in accordance with the approved plan for that task order. The Contractor shall provide professional, technical and office support staffing sufficient to assure the timely completion of all milestones and all other contractual

responsibilities. The Government's rights to products, including memoranda, records, reports, computer programs and inventions, developed by the Contractor under the contract shall be governed by the appropriate provisions of Section I.

H.9 OTHER CLAUSES

H.9.1 Technical Point-of-Contact

The Contractor shall designate and provide a single individual as Key Personnel (as specified in Section H.6 above). This person shall serve as the Point-of-Contact (POC) for the discussion and resolution of all inquiries and technical problems. This Key Person shall have had prior experience in managing a similar contract to that required by the judiciary. The Government reserves the right to judge the technical and managerial skills of this individual and to require a timely replacement if the individual is determined not to have the necessary skills.

H.9.2 Changes in Contractor Personnel

The AO reserves the right to require the removal from the contract, without penalty to the Government, of any Contractor personnel; further, this right of removal may be exercised at any time during the term of the contract.

H.9.3 Subcontracting Technical Support

Subcontracting is allowable for all personnel, except the key personnel defined in paragraph H.6. While it is recognized that the Contractor may, on occasion, have to subcontract for a specialized skill or knowledge at rates exceeding those in Schedule B, subcontractors shall meet the same personnel qualifications and be proposed at the same labor rates as listed in Schedule B for contractor personnel unless approved otherwise by the CO.

H.9.4 Year 2000 Warranty

All Information Technology (IT) resources provided and/or developed under this contract shall be warranted to be Year 2000 compliant. Year 2000 compliant, as used in this provision, is defined to mean that the IT resource accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and for the duration of the twenty-first century, as well as years 1999 and 2000 and leap year calculations. This warranty is applicable to the extent that the IT resources being used in combination with the IT resources being acquired properly exchange accurate date/time data with it. Upon request, the contractor shall

provide sufficient evidence and/or conduct testing to clearly demonstrate that the IT resource will meet this requirement.

H.9.5 Disclosure of Information (AOUSC 1999)

- a. Information made available to the contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General FAR 52.227-14(d)(1).
- b. If public information is provided to the contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the contractor except with the written permission of the Contracting Officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor will consult with the COTR regarding use of that information for other purposes.
- c. The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Such information may include, but is not limited to, all employee data, information relating to health records, physician and provider notes, bills, claims and other written and oral information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

H.9.6 Limited Use of Data

- a. Performance of this contract may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is

of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and/or others.

- b. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

H.9.7 Notification of Debarment/Suspension Status

The Contractor shall provide immediate notice to the CO in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.

H.9.8 General Working Hours and Government Holidays

- a. The Contractor shall provide management level oversight during all hours of contract activity.
- b. The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by the Director of the Administrative Office of the U.S. Courts, Federal Statute, Executive Order, and/or Presidential Proclamation.

H.9.9 Travel

Travel is not to be priced as a separate contract line item number (CLIN) under this contract. The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified in a particular delivery order issued under this contract when such travel is outside of a fifty (50) mile radius from the judiciary location where the services are to be performed. The contractor shall propose travel costs for individual task

orders based on judiciary travel regulations if travel is required by a task order. Proposed per diem and automobile expense will be based on Judiciary Travel Regulations (JTR).

H.9.10 Parking

There is no Contractor parking available at the Administrative Office. The Contractor shall park delivery vehicles at designated locations within the Administrative Office Complex **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-ups and deliveries at the Administrative Office **MUST** be coordinated with the COTR and made in accordance with building management policies. Commercial parking and metered street parking are available in the immediate vicinity of the Thurgood Marshall Federal Judiciary Building.

H.9.11 Minimum/Maximum Contract Levels

Under an indefinite-delivery/indefinite-quantity type contract, the Government is required to state a guaranteed minimum and estimated maximum amounts that will be purchased under this contract. The Government shall order an amount at least equal to \$ 5,000 for each contract awarded, under the provisions of this contract during the life of the contract.

[END OF SECTION H]